Exhibit A To Registration Statement Pursuant to the Foreign Agents Registration Act of 1938, as amended

Privacy Act Statement. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the Administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .49 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Criminal Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently.				
1. Name and address of registrant		2. Registration No.		
Parven Pomper Schuyler Inc. 1900 M ST NW Suite 700 Washington, DC 20036		5781		
3. Name of foreign principal	4. Principal address of foreign principal			
Embassy of Panama	2862 McGill Terrace NW Washington, DC 20008			
5. Indicate whether your foreign principal is one of the followin	g:			
Foreign government		777 U.S. 22 LE 12: 28		
☐ Foreign political party		2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2		
Foreign or domestic organization: If either, check	one of the following:			
☐ Partnership	☐ Committee	5		
☐ Corporation	☐ Voluntary group	220		
☐ Association	Other (specify):			
Individual-State nationality				
6. If the foreign principal is a foreign government, state:				
 a) Branch or agency represented by the registrant. Embassy of Panama 				
 Name and title of official with whom registrant deal Ambassador Frederico A. Humbert 	s.			
7. If the foreign principal is a foreign political party, state:				
a) Principal address.N/A				
b) Name and title of official with whom registrant deal N/A	s.			
c) Principal aim. N/A				

If the foreign principal is not a foreign government or a foreign political party,		
a) State the nature of the business or activity of this foreign principal		
N/A		
b) Is this foreign principal		
Supervised by a foreign government, foreign political party, or other foreign principal	Yes 🗌	No 🗆
Owned by a foreign government, foreign political party, or other foreign principal	Yes	No 🗆
Directed by a foreign government, foreign political party, or other foreign principal	Yes 🗌	No 🛚
Controlled by a foreign government, foreign political party, or other foreign principal	Yes 🔲	No 🗆
Financed by a foreign government, foreign political party, or other foreign principal	Yes 🗌	No 🗌
Subsidized in part by a foreign government, foreign political party, or other foreign principal	Yes 🗌	No 🗌
Explain fully all items answered "Yes" in Item 8(b). (If additional space is needed, a full insert page must		
. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign principal, state who owns and controls it.	gn political part	ry or other for
CD 1112 A TVI		
ate of Exhibit A Name and Title Signature		
Iarch 21, 2007 Scott Parven, President		

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U.S. Department of Justice Washington, DC 20530

Exhibit B To Registration Statement Pursuant to the Foreign Agents Registration Act of 1938, as amended

INSTRUCTIONS: A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. One original and two legible photocopies of this form shall be filed for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

Privacy Act Statement. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the Administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Criminal Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant	2. Registration No.		
Parven Pomper Schuyler Inc.	5781		
		O 20	
3. Name of Foreign Principal			
Embassy of Panama			
		100 A	
<u>Ch</u>	eck Appropriate Boxes:	<u>.</u>	
a copy of the contract to this exhibit. 5. There is no formal written contract between the registry principal has resulted from an exchange of correspondence. It copy of any initial proposal which has been adopted by refere copy of any initial proposal which has been adopted by refere the agreement or understanding between the registrar exchange of correspondence between the parties. If this box oral agreement or understanding, its duration, the fees and expectations are considered to the contract to this exhibit.	If this box is checked, attach a copy of once in such correspondence. If and the foreign principal is the result is checked, give a complete description	all pertinent correspondence, including a of neither a formal written contract nor an	
7. Describe fully the nature and method of performance of th	e above indicated agreement or underst	anding.	
Supply policy and political advice to the Embassy of Panama			

8. Describe fully the	activities the registrant engages in or propo	oses to engage in on	behalf of the above forei	gn principal.
Meet with Embassy FTA.	bi-weekly to discuss political developments	s. Meet with congre	ssional staff and discuss	the importance of Panama
9. Will the activities footnote below?	on behalf of the above foreign principal inc Yes No	clude political activi	ies as defined in Section	l(o) of the Act and in the
If yes, describe al the means to be en	l such political activities indicating, among mployed to achieve this purpose.	other things, the rela	ations, interests or policie	es to be influenced together with
Meet with hill staff	to discuss the economic and strategic bene	fits of US-Panama F	TA.	
			/	
Date of Exhibit B	Name and Title		Signature)
March 21, 2007	Scott Parven, President		//p//	
			/ / / / /	

Footnote: Political activity as defined in Section 1(o) of the Act means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

EMBASSY OF PANAMA

AGREEMENT FOR PROFESSIONAL SERVICES

Between the undersigned parties, **FEDERICO HUMBERT ARIAS**, male, Panamanian, of legal age, with Panamanian identification card number 8-230-1150, in his condition of Ambassador of the Republic of Panama, hereinafter referred to as **PANAMA**, on one side, and on the other, **PARVEN**, **POMPER AND SCHUYLER** legally represented in this act by **SCOTT PARVEN**, male, American citizen, of legal age, with American passport number 111765703, hereinafter referred to as **THE CONSULTANT**, have mutually agreed to enter the following Contract for Professional Services, will be subject to the following clauses and conditions:

FIRST: (OBJECTIVE OF CONTRACT) PANAMA agrees to engage THE CONSULTANT, to assist, advise and undertake any and all matters directed to it by PANAMA relating to design policies, strategies and proposals related to the politics, commercial and diplomatic interests of PANAMA before the U.S. Members of Congress and the U.S. Administration in general and their staff as needed, in order to promote issues of interest for PANAMA, specifically the US-Panama Free Trade Agreement.

SECOND: (CONTRACTUAL OBLIGATIONS) **THE CONSULTANT** formally agrees with **PANAMA** to perform the professional service described on the previous FIRST CLAUSE. Aside from this obligation, **THE CONSULTANT** agrees to give assistance on the following:

- 1. Evaluate the current situation of the activities and opinions performed and displayed by member of Congress and their staffers and other Administration officers related to the US-PANAMA FREE TRADE AGREEMENT and PANAMA'S interest in pursuing it, and any situation or position that affects or will potentially affect this interest.
- 2. Develop strategies and recommendations to give solutions to these issues, including a strategic plan ("THE PLAN"). THE PLAN will identify and analyze important issues and future decisions of the United States that could affect US-PANAMA FREE TRADE AGREEMENT and will suggest strategies to deal with such problems in a way that is beneficial for the interests of Panama.
- 3. Organize by request of **PANAMA** and also suggested by **THE CONSULTANT**, meetings with U.S. Congress members, staffers and Administration officers to discuss and promote issues of importance for the PANAMA FREE TRADE AGREEMENT.
- 4. Monitoring action taken by the U.S. Government on issues identified as important for **PANAMA**. Perform all the duties related to the objective of this Contract as requested by **PANAMA**.

THIRD: (LENGTH OF CONTACT) this agreement shall be in effect from March 15, 2007 and ending in March 14, 2008. This agreement might be renewed by agreement in writing between the parties at any time.

FOURTH: (FEES) PANAMA agrees to pay THE CONSULTANT for their representation a monthly retainer fee of FIFTEEN THOUSAND DOLLARS (\$15,000.00) per month ("Monthly Fee"). The Monthly Fee will be billed on the first day of each month with a report of advancement and describing all the actions taken by THE CONSULTANT related to the pursuit of the objective of this contract. In addition, PANAMA will reimburse PARVEN, POMPER & SCHUYLER for all reasonable and necessary business expenses under the amount of ONE THOUSAND DOLLARS (\$1,000.00) per month.

For those expenses over this amount, PARVEN, POMPER & SCHUYLER will require the prior written approval of PANAMA. These expenses will be listed on the monthly invoice along with PARVEN, POMPER & SCHUYLER Monthly Fee and Report of Advancement. The payments shall be issued in favor of PARVEN, POMPER & SCHUYLER address 1900 M Street, NW, Suite 700, Washington, DC 20036.

<u>FIFTH</u>: THE CONSULTANT will not acquire any labor benefits as a consequence of this Contract, since it is limited to professional services.

<u>SIXTH</u>: THE CONSULTANT guarantees PANAMA that the services requested will be performed by the accredited professionals specifically mentioned in their proposal to PANAMA, of the quality and quantity needed to pursue the objectives stated in this agreement.

If for any justified reason, THE CONSULTANT has to substitute one of its professionals in charge of the objectives of this agreement, THE CONSULTANT, agrees to substitute those professionals with a person of the same credentials o with the same or higher experience, while the situation lasts of for the rest of period of the agreement if needed.

<u>SEVENTH</u>: (REPORTS) **THE CONSULTANT** agrees to present a monthly report of advancement describing the actions taken in order to inform **PANAMA** on all pertaining matters and a **FINAL REPORT**. These reports will have the recommendations and future measures that **PANAMA** shall pursue to secure the success of the process.

THE CONSULTANT will keep the records open of all the information and documentation regarding the execution of this agreement to PANAMA, during and after the agreement is in force, for a period of three (3) years after the termination of the agreement.

EIGHT: (ARBITRATION CLAUSE) this agreement is established under Panamanian Law; any claim that might arise due to the execution or interpretation of this agreement will be by mutual agreement of the parties and if that is not the case, it will be pursued in

the Republic of Panama, according to what the Panamanian law establishes on arbitration law.

PANAMA maintains the right to request by written document, additional services from THE CONSULTANT, in case it is needed, and THE CONSULTANT shall submit them. For this matter, PANAMA agrees to prepare an ADDENDUM to this agreement and provide the respective extra credit for the additional services rendered by THE CONSULTANT.

NINTH: (TERMINATION OF CONTRACT) this agreement could be terminated at any moment by PANAMA, by written notice to THE CONSULTANT with a 30 day anticipation notice; or by mutual agreement of the parties. PANAMA reserves itself the right to terminate this agreement, at any time for breach of contract by THE CONSULTANT if it does not comply with any of the clauses previously described. Also, it will be considered cause for the termination of this contract any of the clauses established in Article 104, Act No. 56 of October 27, 1995 that will be applicable.

<u>TENTH</u>: for any of the causes of termination of this agreement, THE CONSULTANT will not have a right to damages against PANAMA, aside from the payment of fees described on the Fourth Clause for all the services performed according to the agreement until its termination.

ELEVENTH: **THE CONSULTANT** renounces the right to pursue a diplomatic claim regarding the services related to the present agreement.

<u>TWELTH</u>: (TRANSFER OF RIGHTS) **THE CONSULTANT** can not transfer the rights and obligations agreed on this Agreement to any natural or artificial person.

In Witness whereof, the parties have hereto executed this Agreement on the 13th day of March, 2007.

FEDERICO HUMBERT ARIA

Ambassador Embassy of Panama SCOTT PARVEN

Legal Representative/ President Parven, Pomper and Schuyler